



**Montana Fish,
Wildlife & Parks**

STATE OF MONTANA REQUEST FOR PROPOSAL (RFP)

RFP Number:
090218

RFP Title: Cultural Resource Survey, Testing, Data Recovery and Mitigation
Qualified Vendors List

RFP Response Due Date and Time:

May 22, 2009

2:00 p.m., Mountain Standard Time

Number of Pages: 29

ISSUING AGENCY INFORMATION

Procurement Officer:
Rick Dorvall

Issue Date:
4/30/09

Rick Dorvall
Fish Wildlife and Parks
P O Box 200701, 930 Custer Ave
Helena MT 59620

Phone: (406)495-3249
Fax: (406)495-3253
TTY Users, Dial 711

Website: <http://www.FWP.mt.gov>

INSTRUCTIONS TO OFFERORS

Return Proposal to:

Fish Wildlife and Parks
Purchasing Unit
P O Box 200701(Mailed)
930 Custer Ave West (Delivered)
Helena MT 59620

Mark Face of Envelope/Package:

RFP Number: 090218
RFP Response Due Date: May 22, 2009

Special Instructions:
N/A

IMPORTANT: SEE STANDARD TERMS AND CONDITIONS

OFFERORS MUST COMPLETE THE FOLLOWING

Offeror Name/Address:

Authorized Offeror Signatory:

(Please print name and sign in ink)

Offeror Phone Number:

Offeror FAX Number:

Offeror E-mail Address:

OFFERORS MUST RETURN THIS COVER SHEET WITH RFP RESPONSE

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OFFEROR'S RFP CHECKLIST

The 10 Most Critical Things to Keep in Mind When Responding to an RFP for the State of Montana

1. _____ **Read the entire document.** Note critical items such as: mandatory requirements; supplies/services required; submittal dates; number of copies required for submittal; funding amount and source; contract requirements (i.e., contract performance security, insurance requirements, performance and/or reporting requirements, etc.).
2. _____ **Note the procurement officer's name, address, phone numbers and e-mail address.** This is the only person you are allowed to communicate with regarding the RFP and is an excellent source of information for any questions you may have.
3. _____ **Attend the pre-proposal conference** if one is offered. These conferences provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the State of any ambiguities, inconsistencies, or errors in the RFP.
4. _____ **Take advantage of the “question and answer” period.** Submit your questions to the procurement officer by the due date listed in the Schedule of Events and view the answers given in the formal “addenda” issued for the RFP. All addenda issued for an RFP are posted on the State’s website and will include all questions asked and answered concerning the RFP.
5. _____ **Follow the format required in the RFP** when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner.
6. _____ **Provide complete answers/descriptions.** Read and answer **all** questions and requirements. Don’t assume the State or evaluator/evaluation committee will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with the State. The proposals are evaluated based solely on the information and materials provided in your response.
7. _____ **Use the forms provided**, i.e., cover page, sample budget form, certification forms, etc.
8. _____ **Check the State’s website for RFP addenda.** Before submitting your response, check the State’s website at <http://www.fwp.mt.gov> to see whether any addenda were issued for the RFP. If so, you must submit a signed cover sheet for each addendum issued along with your RFP response.
9. _____ **Review and read the RFP document again** to make sure that you have addressed all requirements. Your original response and the requested copies must be identical and be complete. The copies are provided to the evaluator/evaluation committee members and will be used to score your response.
10. _____ **Submit your response on time.** Note all the dates and times listed in the Schedule of Events and within the document, and be sure to submit all required items on time. Late proposal responses are **never** accepted.

This checklist is provided for assistance only and should not be submitted with Offeror’s Response.

SCHEDULE OF EVENTS

EVENT

DATE

RFP Issue Date..... April 30, 2009

Deadline for Receipt of Written Questions May 12 2009

Deadline for Posting of Written Responses to the State's Website ... May 15, 2009

RFP Response Due Date May 22, 2009

SECTION 1: PROJECT OVERVIEW AND INSTRUCTIONS

1.0 PROJECT OVERVIEW

The STATE OF MONTANA, **Dept. Fish, Wildlife & Parks, Wildlife Division** (hereinafter referred to as “the State”) is seeking contractors for a **Qualified Vendors List for up to four (4) vendors** to provide **Cultural Resource Survey, Testing, Data Recovery and Mitigation**. A more complete description of the supplies and/or services sought for this project is provided in Section 3, Scope of Project. Proposals submitted in response to this solicitation must comply with the instructions and procedures contained herein.

1.1 CONTRACT TERM

The contract term is for a period of **2** years beginning **upon contract execution** and ending **June 30, 2011**. Renewals of the contract, by mutual agreement of both parties, may be made at **two (2)**-year intervals, or any interval that is advantageous to the State. This contract, including any renewals, may not exceed a total of **seven (7)** years, at the option of the State.

1.2 SINGLE POINT OF CONTACT

From the date this Request for Proposal (RFP) is issued until an offeror is selected and the selection is announced by the procurement officer, **offerors are not allowed to communicate with any state staff or officials regarding this procurement, except at the direction of Rick Dorvall, Fish Wildlife and Parks, Property Division Supervisor**, the procurement officer in charge of the solicitation. Any unauthorized contact may disqualify the offeror from further consideration. Contact information for the single point of contact is as follows:

Procurement Officer: **Rick Dorvall**
Address: **P O Box 200701, 930 Custer Ave W., Helena MT 59620**
Telephone Number: **406-495-3249**
Fax Number: **406-495-3253**
E-mail Address: **rdorvall@mt.gov**

1.3 REQUIRED REVIEW

1.3.1 Review RFP. Offerors should carefully review the instructions, mandatory requirements, specifications, standard terms and conditions, and contract set out in this RFP and promptly notify the procurement officer identified above in writing or via e-mail of any ambiguity, inconsistency, unduly restrictive specifications, or error which they discover upon examination of this RFP. This should include any terms or requirements within the RFP that either preclude the offeror from responding to the RFP or add unnecessary cost. This notification must be accompanied by an explanation and suggested modification and be received by the deadline for receipt of written or e-mailed inquiries set forth below. The State will make any final determination of changes to the RFP.

1.3.2 Form of Questions. Offerors with questions or requiring clarification or interpretation of any section within this RFP must address these questions in writing or via e-mail to the procurement officer referenced above on or before **May 12, 2009**. Each question must provide clear reference to the section, page, and item in question. Questions received after the deadline may not be considered.

1.3.3 State's Response. The State will provide an official written response by **May 15 2009** to all questions received by **May 12, 2009**. The State's response will be by formal written addendum. Any other form of interpretation, correction, or change to this RFP will not be binding upon the State. Any formal written addendum will be posted on the State's website alongside the posting of the RFP at <http://www.fwp.mt.gov> by the close of business on the date listed. **Offerors must sign and return with their RFP response an Acknowledgment of Addendum for any addendum issued.**

1.4 GENERAL REQUIREMENTS

1.4.1 Acceptance of Standard Terms and Conditions/Contract. By submitting a response to this RFP, offeror agrees to acceptance of the standard terms and conditions and contract as set out in Appendices A and B of this RFP. Much of the language included in the standard terms and conditions and contract reflects requirements of Montana law. Requests for additions or exceptions to the standard terms and conditions, contract terms, including any necessary licenses, or any added provisions must be submitted to the procurement officer referenced above by the date for receipt of written/e-mailed questions and must be accompanied by an explanation of why the exception is being sought and what specific effect it will have on the offeror's ability to respond to the RFP or perform the contract. The State reserves the right to address non-material requests for exceptions with the highest scoring offeror during contract negotiation. Any material exceptions requested and granted to the standard terms and conditions and contract language will be addressed in any formal written addendum issued for this RFP and will apply to all offerors submitting a response to this RFP. The State will make any final determination of changes to the standard terms and conditions and/or contract.

1.4.2 Resulting Contract. This RFP and any addenda, the offeror's RFP response, including any amendments, a best and final offer, and any clarification question responses shall be included in any resulting contract. The State's contract, attached as Appendix B, contains the contract terms and conditions which will form the basis of any contract between the State and the highest scoring offeror. In the event of a dispute as to the duties and responsibilities of the parties under this contract, the contract, along with any attachments prepared by the State, will govern in the same order of precedence as listed in the contract.

1.4.3 Mandatory Requirements. To be eligible for consideration, an offeror ***must*** meet the intent of all mandatory requirements. The State will determine whether an offeror's RFP response complies with the intent of the requirements. RFP responses that do not meet the full intent of all requirements listed in this RFP may be subject to point reductions during the evaluation process or may be deemed non-responsive.

1.4.4 Understanding of Specifications and Requirements. By submitting a response to this RFP, offeror agrees to an understanding of and compliance with the specifications and requirements described in this RFP.

1.4.5 Prime Contractor/Subcontractors. The highest scoring offeror will be the prime contractor if a contract is awarded and shall be responsible, in total, for all work of any subcontractors. All subcontractors, if any, must be listed in the proposal. The State reserves the right to approve all subcontractors. The Contractor shall be responsible to the State for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. Further, nothing contained within this document or any contract documents created as a result of any contract awards derived from this RFP shall create any contractual relationships between any subcontractor and the State.

1.4.6 Offeror's Signature. The proposals must be signed in ink by an individual authorized to legally bind the business submitting the proposal. The offeror's signature on a proposal in response to this RFP guarantees that the offer has been established without collusion and without effort to preclude the State of Montana from obtaining the best possible supply or service. Proof of authority of the person signing the RFP response must be furnished upon request.

1.4.7 Offer in Effect for 120 Days. A proposal may not be modified, withdrawn or canceled by the offeror for a 120-day period following the deadline for proposal submission as defined in the Schedule of Events, or receipt of best and final offer, if required, and offeror so agrees in submitting the proposal.

1.5 SUBMITTING A PROPOSAL

1.5.1 Organization of Proposal. Offerors must organize their proposal into sections that follow the format of this RFP, with tabs separating each section. A point-by-point response to all numbered sections, subsections, and appendices is required. If no explanation or clarification is required in the offeror's response to a specific subsection, the offeror shall indicate so in the point-by-point response or utilize a blanket response for the entire section with the following statement:

"(Offeror's Name)" understands and will comply.

1.5.2 Failure to Comply with Instructions. Offerors failing to comply with these instructions may be subject to point deductions. The State may also choose to not evaluate, may deem non-responsive, and/or may disqualify from further consideration any proposals that do not follow this RFP format, are difficult to understand, are difficult to read, or are missing any requested information.

1.5.3 Multiple Proposals. Offerors may, at their option, submit multiple proposals, in which case each proposal shall be evaluated as a separate document.

1.5.4 Copies Required and Deadline for Receipt of Proposals. Offerors must submit **one original proposal and four (4) copies** to **Fish Wildlife and Parks**. **PROPOSALS MUST BE SEALED AND LABELED ON THE OUTSIDE OF THE PACKAGE** to clearly indicate that they are in response to RFP # _____. ***Proposals must be received at the purchasing office of Fish Wildlife and Parks, PO Box 200701 (Mailed), 930 Custer Ave W(Delivered), Helena MT 59620 prior to 2:00p.m. local time, May 22, 2009. Facsimile responses to requests for proposals are ONLY accepted on an exception basis with prior approval of the procurement officer.***

1.5.5 Late Proposals. ***Regardless of cause, late proposals will not be accepted and will automatically be disqualified from further consideration.*** It shall be the offeror's sole risk to assure delivery at the receptionist's desk at the designated office by the designated time. Late proposals will not be opened and may be returned to the offeror at the expense of the offeror or destroyed if requested.

1.6 COST OF PREPARING A PROPOSAL

1.6.1 State Not Responsible for Preparation Costs. The costs for developing and delivering responses to this RFP and any subsequent presentations of the proposal as requested by the State are entirely the responsibility of the offeror. The State is not liable for any expense incurred by the offeror in the preparation and presentation of their proposal or any other costs incurred by the offeror prior to execution of a contract.

1.6.2 All Timely Submitted Materials Become State Property. All materials submitted in response to this RFP become the property of the State and are to be appended to any formal documentation, which would further define or expand any contractual relationship between the State and offeror resulting from this RFP process.

SECTION 2: RFP STANDARD INFORMATION

2.0 AUTHORITY

This RFP is issued under the authority of section 18-4-304, MCA (Montana Code Annotated) and ARM 2.5.602 (Administrative Rules of Montana). The RFP process is a procurement option allowing the award to be based on stated evaluation criteria. The RFP states the relative importance of all evaluation criteria. No other evaluation criteria, other than as outlined in the RFP, will be used.

2.1 OFFEROR COMPETITION

The State encourages free and open competition among offerors. Whenever possible, the State will design specifications, proposal requests, and conditions to accomplish this objective, consistent with the necessity to satisfy the State's need to procure technically sound, cost-effective services and supplies.

2.2 RECEIPT OF PROPOSALS AND PUBLIC INSPECTION

2.2.1 Public Information. All information received in response to this RFP, including copyrighted material, is deemed public information and will be made available for public viewing and copying shortly after the time for receipt of proposals has passed with the following three exceptions: (1) bona fide trade secrets meeting the requirements of the Uniform Trade Secrets Act, Title 30, chapter 14, part 4, MCA, that have been properly marked, separated, and documented; (2) matters involving individual safety as determined by the State; and (3) other constitutional protections. See Mont. Code Ann. § 18-4-304.

2.2.2 Procurement Officer Review of Proposals. Upon opening the proposals received in response to this RFP, the procurement officer in charge of the solicitation will review the proposals and separate out any information that meets the referenced exceptions in Section 2.2.1 above, providing the following conditions have been met:

- Confidential information is clearly marked and separated from the rest of the proposal.
- The proposal does not contain confidential material in the cost or price section.
- An affidavit from an offeror's legal counsel attesting to and explaining the validity of the trade secret claim as set out in Title 30, chapter 14, part 4, MCA, is attached to each proposal containing trade secrets. Counsel must use the State of Montana "Affidavit for Trade Secret Confidentiality" form in requesting the trade secret claim. This affidavit form is available on the General Services Division's website at: <http://www.mt.gov/doa/gsd/procurement/forms.asp> or by calling (406) 444-2575.

Information separated out under this process will be available for review only by the procurement officer, the evaluator/evaluation committee members, and limited other designees. Offerors must be prepared to pay all legal costs and fees associated with defending a claim for confidentiality in the event of a "right to know" (open records) request from another party.

2.3 CLASSIFICATION AND EVALUATION OF PROPOSALS

2.3.1 Initial Classification of Proposals as Responsive or Nonresponsive. All proposals will initially be classified as either "responsive" or "nonresponsive," in accordance with ARM 2.5.602. Proposals may be found nonresponsive at any time during the procurement process if any of the required information is not provided; the submitted price is found to be excessive or inadequate as measured by criteria stated in the RFP; or the proposal is not within the plans and specifications described and required in the RFP. If a proposal is found to be nonresponsive, it will not be considered further.

2.3.2 Determination of Responsibility. The procurement officer will determine whether an offeror has met the standards of responsibility in accordance with ARM 2.5.407. Such a determination may be made at any time during the procurement process if information surfaces that would result in a determination of nonresponsibility. If an offeror is found nonresponsible, the determination must be in writing, made a part of the procurement file and mailed to the affected offeror.

2.3.3 Evaluation of Proposals. An evaluator/evaluation committee will evaluate the remaining proposals and recommend whether to award the contract to the highest scoring offeror or, if necessary, to seek discussion/negotiation or a best and final offer in order to determine the highest scoring offeror. All responsive proposals will be evaluated based on stated evaluation criteria. In scoring against stated criteria, the State may consider such factors as accepted industry standards and a comparative evaluation of all other qualified RFP responses in terms of differing price, quality, and contractual factors. These scores will be used to determine the most advantageous offering to the State. If an evaluation committee meets to deliberate and evaluate the proposals, the public may attend and observe the evaluation committee deliberations.

2.3.4 Completeness of Proposals. Selection and award will be based on the offeror's proposal and other items outlined in this RFP. Submitted responses may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested. Information or materials presented by offerors outside the formal response or subsequent discussion/negotiation or "best and final offer," if requested, will not be considered, will have no bearing on any award, and may result in the offeror being disqualified from further consideration.

2.3.5 Opportunity for Discussion/Negotiation and/or Oral Presentation/Product Demonstration. After receipt of all proposals and prior to the determination of the award, the State may initiate discussions with one or more offerors should clarification or negotiation be necessary. Offerors may also be required to make an oral presentation and/or product demonstration to clarify their RFP response or to further define their offer. In either case, offerors should be prepared to send qualified personnel to Helena, Montana, to discuss technical and contractual aspects of the proposal. Oral presentations and product demonstrations, if requested, shall be at the offeror's expense.

2.3.6 Best and Final Offer. The "Best and Final Offer" is an option available to the State under the RFP process, which permits the State to request a "best and final offer" from one or more offerors if additional information is required to make a final decision. Offerors may be contacted asking that they submit their "best

and final offer,” which must include any and all discussed and/or negotiated changes. The State reserves the right to request a “best and final offer” for this RFP, if any, based on price/cost alone.

2.3.7 Evaluator/Evaluation Committee Recommendation for Contract Award. The evaluator/evaluation committee will provide a written recommendation for contract award to the procurement officer that contains the scores, justification and rationale for the decision. The procurement officer will review the recommendation to ensure its compliance with the RFP process and criteria before concurring in the evaluator's/evaluation committee's recommendation.

2.3.8 Request for Documents Notice. Upon concurrence with the evaluator's/evaluation committee's recommendation for contract award, the procurement officer will issue a “Request for Documents Notice” to the highest scoring offeror to obtain the required insurance documents, contract performance security, an electronic copy of any requested material, i.e., response to clarification questions and/or Best and Final Offer, and any other necessary documents. Receipt of the “Request for Documents Notice” does not constitute a contract and no work may begin until a contract signed by all parties is in place. The procurement officer will notify all other offerors of the State's intent to begin contract negotiation with the highest scoring offeror.

2.3.9 Contract Negotiation. Upon issuance of the “Request for Documents Notice,” the procurement officer and/or state agency representatives may begin contract negotiation with the responsive and responsible offeror whose proposal achieves the highest score and is, therefore, the most advantageous to the State. If contract negotiation is unsuccessful or the highest scoring offeror fails to provide necessary documents or information in a timely manner, or fails to negotiate in good faith, the State may terminate negotiations and begin negotiations with the next highest scoring offeror.

2.3.10 Contract Award. Contract award, if any, will be made to the highest scoring offeror who provides all required documents and successfully completes contract negotiation. A formal contract utilizing the Contract attached as Appendix B and incorporating the Standard Terms and Conditions attached as Appendix A will be executed by all parties.

2.4 STATE'S RIGHTS RESERVED

While the State has every intention to award a contract as a result of this RFP, issuance of the RFP in no way constitutes a commitment by the State of Montana to award and execute a contract. Upon a determination such actions would be in its best interest, the State, in its sole discretion, reserves the right to:

- cancel or terminate this RFP (Mont. Code Ann. § 18-4-307);
- reject any or all proposals received in response to this RFP (ARM 2.5.602);
- waive any undesirable, inconsequential, or inconsistent provisions of this RFP which would not have significant impact on any proposal (ARM 2.5.505);
- not award if it is in the best interest of the State not to proceed with contract execution (ARM 2.5.602); or
- if awarded, terminate any contract if the State determines adequate state funds are not available (Mont. Code Ann. § 18-4-313).

SECTION 3: SCOPE OF PROJECT

Overview

The STATE OF MONTANA, **Dept. Fish, Wildlife & Parks, Wildlife Division** (hereinafter referred to as “the State”) is seeking up to four (4) contractors for a **Qualified Vendors List** to provide **Cultural Resource Survey, Testing, Data Recovery and Mitigation**. Contractors will conduct cultural resource surveys, testing, data recovery and or other mitigation in compliance with the Montana Antiquities Act and/or the National Historic Preservation Act and 36CFR800 depending on the source of project funding. All work conducted by the contractor will comply with the standards established by the Montana Historic Preservation Office (SHPO).

The intent of this solicitation is to establish a qualified vendor list **only** and to provide the agency with an expedited means of procuring services. The contract will be for the convenience of agencies and is considered by the Department of Fish, Wildlife and Parks to be a “Non-exclusive” use contract. Therefore, the agency may obtain this service from sources other than the contract holder(s) as long as they comply with Title 18, MCA, and their delegation agreement. **The agency does not guarantee any usage.**

Survey work will be conducted using transects spaced 30 meters apart or less unless specified in the individual contract. Archaeological testing and mitigation will be conducted using standard 1 x 1 meter test pits excavated at 10-centimeter depth intervals unless cultural stratigraphy is present. All archaeological work will follow the Secretary of the Interior’s standards for archaeological investigations. Historic sites will be recorded in accordance with the requirements of the Montana SHPO.

Site forms will be filled out for all sites encountered in the field. All sites will be mapped using GPS. Shape files that can be converted into GIS will be provided to the state for all sites recorded and of areas that were field inventoried. All sites forms and project survey data will be plotted on 1:24,000 scale topo quads.

Digital photographs will be taken of all sites and provided to the state. Minimum resolution of digital camera shall be 3.0 mega pixels.

CONTRACTOR RESPONSIBILITIES

Contractor will provide all personnel, supervision, materials, supplies, tools, equipment, and transportation necessary to complete cultural resource survey, testing, data recovery and mitigation work.

Contractor’s will conduct survey and testing work and produce a final report, which conforms to the format provided by FWP’s (see Appendix C). All work performed by the contractor will require approval of the Montana SHPO. All file search information and background data will be collected by the contractor.

Contractor will provide for each report:

- Introduction
- Project Description
- Location and Setting of Project
- Background Cultural resource work conducted in area
- Methods used in investigation
- Field results
- Descriptions of resources encountered and their significance
- Recommendations for further work
- References cited in report
- Appendices including site forms, maps, photos, etc.

Contractor will provide a written cost estimate of anticipated cost for each inventory or testing project, for approval by the FWP Heritage Program Manager prior to beginning fieldwork.

Contractor will provide 1 color draft copy of all reports, which will be reviewed by FWP. The contractor will make revisions in accordance with FWP recommendations. Report will be sent to SHPO and contractor will make any revisions requested by SHPO to achieve compliance with the Montana Antiquities Act. The contractor will provide 5 color final copies.

AGENCY RESPONSIBILITIES

The FWP Heritage Program Manager or Park Manager will provide maps of the project area and logistical assistance as needed to the contractor to ensure the contractor has full access to the property being investigated.

SECTION 4: OFFEROR QUALIFICATIONS/INFORMATIONAL REQUIREMENTS

4.0 STATE'S RIGHT TO INVESTIGATE AND REJECT

The State may make such investigations as deemed necessary to determine the ability of the offeror to provide the supplies and/or perform the services specified. The State reserves the right to reject any proposal if the evidence submitted by, or investigation of, the offeror fails to satisfy the State that the offeror is properly qualified to carry out the obligations of the contract. *This includes the State's ability to reject the proposal based on negative references.*

4.1 OFFEROR QUALIFICATIONS/INFORMATIONAL REQUIREMENTS

In order for the State to determine the capabilities of an offeror to provide the supplies and/or perform the services specified in Section 3 above, the offeror must respond to the following requests for information regarding its ability to meet the State's requirements.

NOTE: Each item must be thoroughly addressed. Offerors taking exception to any requirements listed in this section may be found non-responsive or be subject to point deductions.

4.1.1 References. Offeror must provide a minimum of **3** references that are using or have used the services of the type proposed in this RFP. The references may include state government or universities where the offeror, preferably within the last **3** years, has successfully completed **Cultural Resource survey, testing, data recovery and / or mitigation.** At a minimum, the offeror shall provide the company name, the location where the services were provided, contact person(s), customer's telephone number, e-mail address, and a complete description of the service type, and dates the services were provided. These references may be contacted to verify offeror's ability to perform the contract. The State reserves the right to use any information or additional references deemed necessary to establish the ability of the offeror to perform the conditions of the contract. Negative references may be grounds for proposal disqualification.

4.1.2 Resumes/Company Profile and Experience. Offeror must specify how long the individual/company submitting the proposal has been in the business of providing supplies and/or services similar to those requested in this RFP and under what company name. Offeror should provide a complete description of any relevant past projects, including the supply/service type and dates the supplies and/or services were provided. A resume or summary of qualifications, work experience, education, skills, etc., which emphasizes previous experience in this area should be provided for all key personnel who will be involved with any aspects of the contract.

4.1.3 Ability to Meet Specifications. Offeror must provide information as to its ability to meet the following specifications, as more specifically detailed above in Section 3.

- 4.1.3.1. A thorough understanding of Montana history and prehistory.
- 4.1.3.2. A thorough knowledge of and archaeological and historical site recordation and significance evaluations.

4.1.3.3. Knowledge of archaeological and historical site formation processes.

4.1.3.4. A thorough understanding of the Montana Antiquities Act and the requirements of it relative to cultural resource work. Knowledge of the standards and guidelines of the Montana SHPO and how to meet those requirements. Knowledge the Secretary of the Interior's standards and the ability to comply with these standards as needed.

4.1.4 Method of Providing Services. Offeror must provide a description of a work plan and methods to be used that will convincingly demonstrate to the State what the offeror intends to do and how the work will be accomplished to meet the contract requirements as more specifically detailed above in Section 3. Offeror must specifically address each of the following sample requirements as defined in this RFP:

Sample 1: Using Appendix C, the Cultural Resource Survey and Testing Report format, develop a work plan and timeline, as stated above, for the baseline report for First Peoples Archaeological Survey as outlined in the Scope of Work in Appendix D.

Sample 2: Using Appendix C, the Cultural Resource Survey and Testing Report format, develop a work plan and timeline, as stated above, for the report for Pictograph Cave Site Testing outlined in the Scope of Work in Appendix E.

SECTION 5: COST PROPOSAL

5.0 Cost Proposal

Please provide cost proposals for Samples 1 and 2 as listed using Appendix D and E. Proposal must include all expenses associated with the process as defined in this RFP Section 3, to include all associated cost i.e. travel, overnight expenses, field work costs, report production, map production and photographs. **Contractor to provide a detailed cost proposal and provide total project cost for each sample.**

Sample 1: Using Appendix C, the Cultural Resource Survey and Testing Report format, develop a work plan and timeline, as stated above, for the baseline report for First Peoples Archaeological Survey as outlined in the Scope of Work in Appendix D.

Sample 2: Using Appendix C, the Cultural Resource Survey and Testing Report format, develop a work plan and timeline, as stated above, for the report for Pictograph Cave Site Testing outlined in the Scope of Work in Appendix E.

Proposals will be evaluated and scored to establish a qualified vendor list only.

SECTION 6: EVALUATION PROCESS

6.0 BASIS OF EVALUATION

The evaluator/evaluation committee will review and evaluate the offers according to the following criteria based on a total number of **1,000 points**.

The **References, Resumes/Company Profile and Experience, Ability to Meet Supply Specifications, and Method of Providing Services** portions of the offer will be evaluated based on the following Scoring Guide. The **Cost Proposal** will be evaluated based on the formula set forth below.

Any response that fails to achieve a passing score per the requirements of Section 2.3.3 will be eliminated from further consideration. A "fail" for any individual evaluation criteria may result in proposal disqualification at the discretion of the procurement officer.

6.1 EVALUATION CRITERIA

References		10% of points for a possible 100 points	
	Category	Section of RFP	Point Value
A.	References (Complete Contact Information Provided)	4.1.1	100
Resumes/Company Profile and Experience		10% of points for a possible 100 points	
	Category	Section of RFP	Point Value
A.	Years of Experience	4.1.2	100
B.	Past Projects	4.1.2	
C.	Staff Qualifications	4.1.2	
Ability to Meet Supply Specifications		20% of points for a possible 200 points	
	Category	Section of RFP	Point Value
I.	Knowledge of Montana history and prehistory community classifications	4.1.3.1	50
B.	Knowledge site recordation and evaluation	4.1.3.2	50
C.	Knowledge SHPO standards and requirements	4.1.3.3	100
Method of Providing Services		35% of points for a possible 350 points	
	Category	Section of RFP	Point Value
A.	Work Plan / Timeline for First Peoples Survey	4.1.4.1	175
B.	Work Plan / Timeline Pictograph Cave Testing	4.1.4.2	175
Cost Proposal		25% of points for a possible 250 points	
	Category	Section of RFP	Point Value
A.	Cost Proposal Sample 1	5.0	125
	Sample 2	5.0	125

Lowest overall cost receives the maximum allotted points. All other proposals receive a percentage of the points available based on their cost relationship to the lowest. Example: Total possible points for cost is 30. Offeror A's cost is \$20,000. Offeror B's cost is \$30,000. Offeror A would receive 30 points, Offeror B would receive 20 points (\$20,000/\$30,000) = 67% x 30 points = 20).

Lowest Responsive Offer Total Cost _____ x Number of available points = Award Points

This Offeror's Total Cost

APPENDIX A: STANDARD TERMS AND CONDITIONS

By submitting a response to this invitation for bid, request for proposal, limited solicitation, or acceptance of a contract, the vendor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.

ACCEPTANCE/REJECTION OF BIDS, PROPOSALS, OR LIMITED SOLICITATION RESPONSES: The State reserves the right to accept or reject any or all bids, proposals, or limited solicitation responses, wholly or in part, and to make awards in any manner deemed in the best interest of the State. Bids, proposals, and limited solicitation responses will be firm for 30 days, unless stated otherwise in the text of the invitation for bid, request for proposal, or limited solicitation.

ACCESS AND RETENTION OF RECORDS: The contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance. (Section 18-1-118, MCA). The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

ALTERATION OF SOLICITATION DOCUMENT: In the event of inconsistencies or contradictions between language contained in the State's solicitation document and a vendor's response, the language contained in the State's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the vendor's disqualification and possible debarment.

ASSIGNMENT, TRANSFER AND SUBCONTRACTING: The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the department. (Section 18-4-141, MCA.)

AUTHORITY: The attached bid, request for proposal, limited solicitation, or contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

COMPLIANCE WITH LAWS: The contractor must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

CONFORMANCE WITH CONTRACT: No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without prior written consent of the State Procurement Bureau. Supplies delivered which do not conform to the contract terms, conditions, and specifications may be rejected and returned at the contractor's expense.

DEBARMENT: The contractor certifies, by submitting this bid or proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by the State.

DISABILITY ACCOMMODATIONS: The State of Montana does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats, or services for effective communications or other disability related accommodations in the programs and services offered are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

FACSIMILE RESPONSES: Facsimile responses will be accepted for invitations for bids, small purchases, or limited solicitations ONLY if they are completely received by the State Procurement Bureau prior to the time set for receipt. Bids, or portions thereof, received after the due time will not be considered. Facsimile responses to requests for proposals are ONLY accepted on an exception basis with prior approval of the procurement officer.

FAILURE TO HONOR BID/PROPOSAL: If a bidder/offeror to whom a contract is awarded refuses to accept the award (PO/contract) or fails to deliver in accordance with the contract terms and conditions, the department may, in its discretion, suspend the bidder/offeror for a period of time from entering into any contracts with the State of Montana.

FORCE MAJEURE: Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party is using its best efforts to remedy such failure or delays.

HOLD HARMLESS/INDEMNIFICATION: The contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property

arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

LATE BIDS AND PROPOSALS: Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to ensure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

PAYMENT TERM: All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the State is allowed 30 days to pay such invoices. All contractors will be required to provide banking information at the time of contract execution in order to facilitate State electronic funds transfer payments.

RECIPROCAL PREFERENCE: The State of Montana applies a reciprocal preference against a vendor submitting a bid from a state or country that grants a residency preference to its resident businesses. A reciprocal preference is only applied to an invitation for bid for supplies or an invitation for bid for nonconstruction services for public works as defined in section 18-2-401(9), MCA, and then only if federal funds are not involved. For a list of states that grant resident preference, see <http://gsd.mt.gov/procurement/preferences.asp>.

REFERENCE TO CONTRACT: The contract or purchase order number MUST appear on all invoices, packing lists, packages, and correspondence pertaining to the contract.

REGISTRATION WITH THE SECRETARY OF STATE: Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with sections 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://sos.mt.gov>.

SEPARABILITY CLAUSE: A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

SHIPPING: Supplies shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

SOLICITATION DOCUMENT EXAMINATION: Vendors shall promptly notify the State of any ambiguity, inconsistency, or error which they may discover upon examination of a solicitation document.

TAX EXEMPTION: The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED: Contractor acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (Section 18-5-603, MCA.) Contact the State Procurement Bureau at (406) 444-2575 for more information concerning nonvisual access standards.

TERMINATION OF CONTRACT: Unless otherwise stated, the State may, by written notice to the contractor, terminate the contract in whole or in part at any time the contractor fails to perform the contract.

UNAVAILABILITY OF FUNDING: The contracting agency, at its sole discretion, may terminate or reduce the scope of the contract if available funding is reduced for any reason. (Section 18-4-313(4), MCA.)

U.S. FUNDS: All prices and payments must be in U.S. dollars.

VENUE: This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Section 18-1-401, MCA.)

WARRANTIES: The contractor warrants that items offered will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship, and free from defect. Items offered must be new and unused and of the latest model or manufacture, unless otherwise specified by the State. They shall be equal in quality and performance to those indicated herein. Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance, and/or use desired. Exceptions will be rejected.

APPENDIX B: CONTRACT

Cultural Resource Survey, Testing, Data Recovery and Mitigation

(CONTRACT NUMBER)

1. PARTIES

THIS CONTRACT, is entered into by and between the State of Montana Department of Fish, Wildlife and Parks, (hereinafter referred to as "the State"), whose address and phone number are PO Box 200701 Helena, MT 59620, (406) 444-4717 and **(insert name of contractor)**, (hereinafter referred to as the "Contractor"), whose address and phone number are **(insert address)** and **(insert phone number)**.

THE PARTIES AGREE AS FOLLOWS:

2. EFFECTIVE DATE, DURATION, AND RENEWAL

2.1 Contract Term. This contract shall take effect on **(insert date)**, 20(), **(or upon contract execution)** and terminate on **(insert date)**, 20(), unless terminated earlier in accordance with the terms of this contract. (Mont. Code Ann. § 18-4-313.)

2.2 Contract Renewal. This contract may, upon mutual agreement between the parties and according to the terms of the existing contract, be renewed in **(insert number)**-year intervals, or any interval that is advantageous to the State. This contract, including any renewals, may not exceed a total of **(insert number)** years. (State contracts generally may not exceed a total of seven years.)

3. COST/PRICE ADJUSTMENTS

3.1 Price Adjustments Negotiated Based on Changes in Contractor's Costs. Price adjustments may be permitted at the time of contract renewal through a process of negotiation with the Contractor and the State. Any price increases must be based on demonstrated industry-wide or regional increases in the Contractor's costs. Publications such as the Federal Bureau of Labor Statistics and the Consumer Price Index (CPI) for all Urban Consumers may be used to determine the increased value.

4. SERVICES AND/OR SUPPLIES

Contractor agrees to provide to the State the following: Contractor will investigate, inventory, and produce a final baseline inventory report which conforms to the baseline inventory format provided in FWP's Statewide Habitat Plan.

4.1 NON-EXCLUSIVE CONTRACT

The intent of this contract is to provide state agencies with an expedited means of procuring supplies and/or services. This contract is for the convenience of state agencies and is considered by the State Procurement Bureau to be a "Non-exclusive" use contract. Therefore, agencies may obtain this product/service from sources other than the contract holder(s) as long as they comply with Title 18, MCA, and their delegation agreement. The State does not guarantee any usage.

5. CONSIDERATION/PAYMENT

5.1 Payment Schedule. In consideration for the **(SERVICES)** to be provided, the State shall pay according to the following schedule: **(50% AT PROJECTS MIDPOINT AND 50% WHEN PROJECT AND REPORT COMPLETED.)**.

5.2 Withholding of Payment. The State may withhold payments to the Contractor if the Contractor has not performed in accordance with this contract. Such withholding cannot be greater than the additional costs to the State caused by the lack of performance.

6. ACCESS AND RETENTION OF RECORDS

6.1 Access to Records. The Contractor agrees to provide the State, Legislative Auditor or their authorized agents access to any records necessary to determine contract compliance. (Mont. Code Ann. § 18-1-118.)

6.2 Retention Period. The Contractor agrees to create and retain records supporting the final baseline inventory report that conforms to the baseline inventory format provided for a period of three years after either the completion date of this contract or the conclusion of any claim, litigation or exception relating to this contract taken by the State of Montana or a third party.

7. ASSIGNMENT, TRANSFER AND SUBCONTRACTING

The Contractor shall not assign, transfer or subcontract any portion of this contract without the express written consent of the State. (Mont. Code Ann. § 18-4-141.) The Contractor shall be responsible to the State for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. No contractual relationships exist between any subcontractor and the State.

8. HOLD HARMLESS/INDEMNIFICATION

The Contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the Contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the Contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

9. REQUIRED INSURANCE

9.1 General Requirements. The Contractor shall maintain for the duration of the contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by the Contractor, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

9.2 Primary Insurance. The Contractor's insurance coverage shall be primary insurance as respect to the State, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the State, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

9.3 Specific Requirements for Commercial General Liability. The Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of **\$300,000** per occurrence and **\$600,000** aggregate per year to cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns or subcontractors.

9.4 Additional Insured Status. The State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds; for liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations; premises owned, leased, occupied, or used.

9.5 Specific Requirements for Automobile Liability. The Contractor shall purchase and maintain coverage with split limits of \$500,000 per person (personal injury), \$1,000,000 per accident occurrence (personal injury), and \$100,000 per accident occurrence (property damage), OR combined single limits of \$1,000,000 to cover such claims as may be caused by any act, omission, or negligence of the contractor or its officers, agents, representatives, assigns or subcontractors.

9.6 Additional Insured Status. The State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds for automobiles leased, hired, or borrowed by the Contractor.

9.7 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be declared to and approved by the state agency. At the request of the agency either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the State, its officers, officials, employees, or volunteers; or (2) at the expense of the Contractor, the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

9.8 Certificate of Insurance/Endorsements. A certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverages, has been received by the **Fish Wildlife and Parks, Purchasing Office, PO Box 200701 Helena MT 59620**. The Contractor must notify the State immediately, of any material change in insurance coverage, such as changes in limits, coverages, change in status of policy, etc. The State reserves the right to require complete copies of insurance policies at all times.

10. COMPLIANCE WITH WORKERS' COMPENSATION ACT

Contractors are required to comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana in accordance with 2005 Montana Laws, chapter 448, section 1, and sections 39-71-401, and 39-71-405, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither the contractor nor its employees are employees of the State. This insurance/exemption must be valid for the entire term of the contract. A renewal document must be sent to the Department of Fish, Wildlife & Parks, upon expiration.

11. COMPLIANCE WITH LAWS

The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

12. PATENT AND COPYRIGHT PROTECTION

12.1 Third Party Claim. In the event of any claim by any third party against the State that the products furnished under this contract infringe upon or violate any patent or copyright, the State shall promptly notify Contractor. Contractor shall defend such claim, in the State's name or its own name, as appropriate, but at Contractor's expense. Contractor will indemnify the State against all costs, damages and attorney's fees that accrue as a result of such claim. If the State reasonably concludes that its interests are not being properly protected, or if principles of governmental or public law are involved, it may enter any action.

12.2 Product Subject of Claim. If any product furnished is likely to or does become the subject of a claim of infringement of a patent or copyright, then Contractor may, at its option, procure for the State the right to continue using the alleged infringing product, or modify the product so that it becomes non-infringing. If none of the above options can be accomplished, or if the use of such product by the State shall be prevented by injunction, the State will determine if the Contract has been breached.

13. CONTRACT TERMINATION

13.1 Termination for Cause. The State may, by written notice to the Contractor, terminate this contract in whole or in part at any time the Contractor fails to perform this contract.

13.2 Reduction of Funding. The State, at its sole discretion, may terminate or reduce the scope of this contract if available funding is reduced for any reason. (See Mont. Code Ann. § 18-4-313(4).)

14. LIAISON AND SERVICE OF NOTICES

All project management and coordination on behalf of the State shall be through a single point of contact designated as the State's liaison. Contractor shall designate a liaison that will provide the single point of contact for management and coordination of Contractor's work. All work performed pursuant to this contract shall be coordinated between the State's liaison and the Contractor's liaison.

_____ will be the liaison for the State.

PO Box 207001
Helena, MT 59620
Telephone: (406) 444-_____
Fax: (406) 444-_____
E-mail:

Sara Scott will be the liaison for the Contractor.

PO Box 207001
Helena, MT 59620
Telephone: (406) 444-3797
Fax: (406) 444-3352
E-mail: sarascott@mt.gov

The State's liaison and Contractor's liaison may be changed by written notice to the other party. Written notices, requests, or complaints will first be directed to the liaison.

15. MEETINGS

The Contractor is required to meet with the State's personnel, or designated representatives, to resolve technical or contractual problems that may occur during the term of the contract or to discuss the progress made by Contractor and the State in the performance of their respective obligations, at no additional cost to the State. Meetings will occur as problems arise and will be coordinated by the State. The Contractor will be given a minimum of three full working days notice of meeting date, time, and location. Face-to-face meetings are desired. However, at the Contractor's option and expense, a conference call meeting may be substituted. Consistent failure to participate in problem resolution meetings, two consecutive missed or rescheduled meetings, or to make a good faith effort to resolve problems may result in termination of the contract.

16. CONTRACTOR PERFORMANCE ASSESSMENTS

The State may do assessments of the Contractor's performance. This contract may be terminated for one or more poor performance assessments. Contractors will have the opportunity to respond to poor performance assessments. The State will make any final decision to terminate this contract based on the assessment and any related information, the Contractor's response and the severity of any negative performance assessment. The Contractor will be notified with a justification of contract termination. Performance assessments may be considered in future solicitations.

17. TRANSITION ASSISTANCE

If this contract is not renewed at the end of this term, or is terminated prior to the completion of a project, or if the work on a project is terminated, for any reason, the Contractor must provide for a reasonable period of time after the expiration or termination of this project or contract, all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the State or its designees. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of this contract, except for those terms or conditions that do not reasonably apply to such transition assistance. The State shall pay the Contractor for any resources utilized in performing such transition assistance at the most current rates provided by the contract. If there are no established contract rates, then the rate shall be mutually agreed upon. If the State terminates a project or this contract for cause, then the State will be entitled to offset the cost of paying the Contractor for the additional resources the Contractor utilized in providing transition assistance with any damages the State may have otherwise accrued as a result of said termination.

18. CHOICE OF LAW AND VENUE

This contract is governed by the laws of Montana. The parties agree that any litigation concerning this bid, proposal or subsequent contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana and each party shall pay its own costs and attorney fees. (See Mont. Code Ann. § 18-1-401.)

19. SCOPE, AMENDMENT AND INTERPRETATION

19.1 Contract. This contract consists of (insert number) numbered pages, any Attachments as required, RFP #090218, as amended and the Contractor's RFP response as amended. In the case of dispute or ambiguity about the minimum levels of performance by the Contractor the order of precedence of document interpretation is in the same order.

19.2 Entire Agreement. These documents contain the entire agreement of the parties. Any enlargement, alteration or modification requires a written amendment signed by both parties.

20. EXECUTION

The parties through their authorized agents have executed this contract on the dates set out below.

(INSERT AGENCY NAME)

(Insert Address)

(Insert City, State, Zip)

(INSERT CONTRACTOR'S NAME)

(Insert Address)

(Insert City, State, Zip)

BY: _____

(Name/Title)

BY: _____

(Name/Title)

BY: _____

(Signature)

BY: _____

(Signature)

DATE: _____

DATE: _____

Approved as to Legal Content:

FWP Legal Counsel

(Date)

Appendix C
Cultural Resource Survey and Testing Report Format

- I. Cover
- II. Table of Contents
- III. Introduction
- IV. Environmental Setting
- V. Prehistoric and/or Historic Overview (Summary of findings from work in the surrounding area; 3-5 pages)
- VI. Methods (field methods, areas examined and why)
- VII. Survey Results (what was found, how many site types, areas of the park with the highest and lowest site density, surface finds) or Testing and Mitigation Results depending on if this is part of the contract
- VIII. Assessment of Site Significance
- IX. Site Protection and Preservation Recommendations
- X. Heritage Resources Considerations for Future Planning
- XI. Recommendation for sites requiring further study or work
- XII. Summary and Conclusions
- XIII. References Cited
- XIV. Figures needed: Map of project area, map of all sites recorded, photos of sites, photos of artifacts discovered
- XV. Appendices: Topographic maps showing survey areas and transects; Heritage Site Forms and attached USGS quad maps with Smithsonian Trinomial numbers, maps with testing units
- XVI. Copies of any other pertinent background material
- XVII. Labeled photographs for all sites recorded and Montana SHPO CRABS/CRIS data entry form

Appendix D
Sample 1

Scope of Work
For A Heritage Resource Inventory of First People's State Park,
Cascade County, Montana

The purpose of this contract is to secure services for the performance of an intensive archaeological survey of First People's State Park, located in north-central Montana. The study will focus on the specific identification, mapping, and documentation of archaeological sites (lithic scatters, tipi rings, rock art, rock alignments and cairns, buried campsites, and bison kill processing areas) located within the 1800-acre state park. This information is needed by Montana Fish Wildlife & Parks (FWP) to assist in the management of significant heritage resources so that effects to these resources are considered as part of future maintenance and planning efforts.

Several archaeological studies have been conducted within the park and surrounding areas. Research conducted at the Ulm Pishkun Bison Kill located within the park, shows that bison were run off a large east-west trending cliff. Investigations indicate that bison drives took place on multiple occasions between 500 and 1,000 B.P. (Fisher 1995; Fisher and Roll 1994, 1998:285). The enormous quantity of bison bone present at the site attracted commercial bone mining in the 1940s, with the bones being processed into fertilizer. Records indicate that some 225,000 kg of bone was mined from the site, thus hampering later scientific study of the prehistoric remains. Based on the amount of bone extracted from Ulm Pishkun, Fisher and Roll (1998:286) suggest that approximately 10,000 bison were killed at this site. The bison kill site was mapped and reported on as part of the 1990s field investigations (Fisher and Roll 1998:285).

On top of the bluff where bison were herded off, the remains of drivelines and rock cairns were mapped and recorded by Les Davis (Davis and Carroll 1981). These site features, along with rock art located along the cliff, are all included under the umbrella of site 24CA1012. These features will be re-recorded and mapped as separate archaeological sites as part of the survey effort. Rock art located along the cliff has been documented and recorded by John and Mavis Greer in 1992. A separate site form for this site is not necessary. The large bison kill site researched by Fisher and Roll does not need to be re-investigated, but its spatial extent will be indicated on the contractor's overall site map for the project area.

Project Area

The project area lies approximately 10 miles south of Great Falls, Montana. The state park includes approximately 1800 acres, however, 640 of these acres have been plowed and farmed and will not be included within the survey area. Approximately 1200 acres of the park require intensive survey. The FWP lands included in this request are described below and delineated on the attached map.

Township 20 North, Range 1 East
Section 12, 13, and 24

Township 20 North, Range 2 East
Section 7, and 18

The project area lies in north central Montana on lands administered and owned by Montana FWP. Landscapes within the project area that will be focused on in the survey include butte tops, steep rock cliffs, benches, swales, terraces, and ridges. At least one spring is noted within the park. The Missouri River is located approximately 5 miles east of the park.

Description of Work

The contractor will examine all archaeological survey reports that pertain to the project area. Using background survey and excavation data for the area, the contractor will determine which landforms within the project area are the most likely to contain archaeological sites and features. An intensive, pedestrian inventory will be completed within the park of the high probability locations, which are suspected to include approximately 1,000-1,200 acres. The inventory area will be surveyed using transects, spaced 30 meters or less apart. All transects will be marked with GPS units and indicated on a 7.5' project survey topographic maps. Rigid, linear, compass-oriented transects are not required if deemed inappropriate.

All heritage sites discovered will be mapped, sketched, and recorded with a hand held GPS unit. All sites recorded will be marked on 7.5' USGS quadrangle project survey maps. All sites will be recorded on standard heritage resource site forms, to be provided by FWP (same as USFS uses). Information should include legal location, size, boundaries, topography, geomorphology, vegetation, cultural characteristics and content, and other standard site form data. Immediate and potential resource threats should likewise be described.

A topographic map identifying the site, and a detailed sketch map identifying all characteristic features, should be included with each site form. For tipi ring sites, the number and size of the rings will be indicated including interior and associated features. Culturally diagnostic artifacts should be drawn or photographed, and their locations noted with a GPS unit. Culturally diagnostic artifacts will be collected and labeled with the site number on them. Artifacts should also be identified on the sketch map and USGS quad map. All completed site forms should be submitted by the contractor to the Archaeological Records Center at the University of Montana to receive a Smithsonian Trinomial number. Once the field work is completed, the contractor will fill out in detail forms for all recorded sites, forms will be submitted to FWP prior to report writing by the contractor.

A preliminary assessment of site significance regarding whether sites contribute to the previously identified National Register of Historic Places Ulm Pishkun site shall be made for each site and will be included in the site form and final project report. All NR evaluations will necessarily be based on surface evidence since subsurface testing is not part of this contract. Preparation of detailed prehistoric and historic overviews or context is not required. Information produced for previous reports should be used for this effort. Previously prepared research reports and overviews should be used to guide and develop preliminary assessments of whether sites are contributing resources. Site evaluations should follow National Register guidelines and criteria, and reference National Park Service NR guidance documents as necessary.

Schedule

The following schedule shall be adhered to unless unforeseen circumstances prevail (i.e. snow, data collection complexities).

Initiate fieldwork – Start date to be decided, approximately June 2, 2008

Complete fieldwork – 90 days following start date

Letter report to FWP – 14 days following completion of fieldwork
Draft field report to FWP-- 70 days following letter report

Final field report to FWP – 14 days after receipt of comments from FWP on draft report

Deliverables

Two weeks following the completion of the inventory, a detailed letter report highlighting the results of the inventory (number and types of sites) shall be submitted to Montana FWP. A draft field report will be

submitted for review and comment 70 days following delivery of the letter report. The report shall be organized as follows and, at minimum, contain the following information:

- Introduction
- Environmental Setting
- Prehistoric and Historic Overview (Summary of findings from sites in the park and in the surrounding area; 3-5 pages)
- Methods (field methods, areas examined and why)
- Survey Results (what was found, how many site types, areas of the park with the highest and lowest site density, surface finds)
- Assessment of Site Significance
- Site Protection and Preservation Recommendations
- Heritage Resources Considerations for Future Park Planning
- Recommendation for sites requiring further study
- Summary and Conclusions
- References Cited
- Figures needed: Map of project area, map of all sites recorded, photos of sites, photos of artifacts discovered
- Appendices: Topographic maps showing survey areas and transects; Heritage Site Forms and attached USGS quad maps with Smithsonian Trinomial numbers
- Copies of any other pertinent background material
- Labeled photographs for B/W prints and/or color pictures for all sites recorded Montana SHPO CRABS data entry form

An original unbound report and five copies of the final field report shall be submitted to the Montana FWP 14 days following the receipt of comments on the draft report. The original report should contain high quality figures, tables, and photographs (digital is fine). The copies of the report submitted to FWP shall contain high quality copies of text, photographs and other graphics.

Proposal Requirements/Qualifications of Contractor

The requirements of this contract are specified above. Previous inventory reports and unpublished data shall be obtained by the contractor from the Montana State Historic Preservation Office and other sources. The Contractor will supply FWP with the following information with the Contract bid:

Name of Principal Investigator (PI) credentials and experience

Statement-resume describing contractor organization, experience, personnel, facilities, and analytical specialties

Statement of how the Contractor intends to meet the field and laboratory work and by what schedule

Budget showing field, laboratory and report preparation costs, including wages, personnel, per diem, supplies and other budgeted items

Unit cost per acre surveyed, separated out from other project costs (i.e. report prep, background research, site form prep). This information (cost per acre) is needed in case the contract bid amount exceeds FWP funding and the survey effort needs to be scaled back in acres

Timeline for the completion of the project from the Notice to Proceed date

The PI must hold a post-graduate degree (M.A., M.S., Ph.D.) in anthropology or history or otherwise qualify for Supervisory Archaeologist. The Principal Investigator will be responsible for informing the designated FWP representative of the initiation, progress, and completion of the project. The PI will work with FWP staff in coordinating all phases of work.

The PI will direct the survey on a full-time basis, participate in the analyses and interpretation of the survey results, and be responsible for the preparation of the final project field report.

References Cited

Davis, Leslie and Robert Carroll

Aerial Photogrammetry of Stone Circles and Pile-Stone Alignments at the Ulm Pishkun State Monument, Montana. Proceedings of the 11th Annual Cacmool Conference, Calgary, Alberta, Canada.

Fisher, John W., Jr.

Analysis of Archaeological Materials from Ulm Pishkun Bison Kill (24CA1012). Report on file, Montana Fish, Wildlife and Parks, Helena, Montana.

Fisher, John W., jr. and Thomas E. Roll

1998 Ecological Relationships Between Bison and Native Americans During Late Prehistory and the early Historic Period. International Symposium on Bison Ecology and Management in North American. Montana State University

APPENDIX E

Scope of Work For Archaeological Testing at Pictograph Cave (24YL1), Yellowstone County, Montana

Scope of Work

The purpose of this contract is to secure services for archaeological testing and evaluation within Pictograph Cave State Park. This state park is a designated National Historic Landmark due to the archaeological significance of the resources inside the park. The testing work will be conducted in advance of the construction of a new visitor center within the park. Three large prehistoric cave sites, including Pictograph Cave, Middle Cave, and Ghost Cave lie within the park and were excavated as part of a Works Project Administration project between 1937-1941. The caves, which lie on the northern perimeter of the park, are included within the 23-acre state park and are managed by Montana Fish, Wildlife, & Parks (FWP). The fieldwork is necessary to facilitate the citing of the proposed state park visitor center. These testing data will be the basis for determining whether construction of the center would have an adverse impact on National Register (NR) eligible heritage resources. The contractor will provide information regarding the presence/absence of archaeological deposits within the new facility footprint and of the significance of those finds. The testing information will guide FWP in citing the location of the facility and associated improvements including septic lines. If only sparse archaeological remains are recovered from the testing, the work will serve as the salvage work needed to gain a “no adverse” effect determination related to facilities construction.

Project Location and Archaeological Resources

This archaeological testing project is located in Yellowstone County just seven miles south of Billings, Montana. The project is located in T1S, R27E, Section 19. The park includes rolling hills, steep sandstone bluffs and scattered stands of ponderosa pine. The park lies within Empty Gulch which drainages into Bitter Creek to the west. Bitter Creek is a tributary of the Yellowstone River. Vegetation in the area consists of short grass prairie with abundant sagebrush. Scattered cottonwoods and willow trees line the banks of Bitter Creek below the park.

Resources within the park have two designated site numbers including Ghost Cave (24YL2) and Pictograph cave (24YL1). The excavations conducted between 1937-1941 produced over 30,000 artifacts from the three cave sites and from areas just south of the caves (Mulloy 1958). Later excavations conducted by Deaver (1986) and Deaver and Van Steen (1993), involved site testing in areas that border the existing road and parking lot. These areas are approximately 500-800 feet from the rim rocks that contain the three caves. Testing conducted by Deaver and Van Steen indicated prehistoric artifacts were present but that the materials were mostly mixed and that the artifact density was low. Excavated materials were considered as being from 24YL1, which encompasses the entire park. Excavations conducted in 1986 included the excavation of ten 1x2 meter test units that were excavated to depths of up to 100 cm. Work conducted in 1993 included the excavation of three 1x1 meter test units and numerous shovel probes.

Work conducted by Deaver and Van Steen indicates that although archaeological deposits were mixed in the upper levels of the excavation units above 40 cm, a thin layer of intact deposits were present between the 40-50 cm levels. Excavations conducted in 1986 produced faunal materials including the remains of bison, deer, bobcat, and bison. A small side-notched quartzite arrow point was recovered from one of the excavation units. A radiocarbon date of 513 years A.D. was obtained from a piece of bone recovered at a depth of 30 cm below the surface. The excavations also yielded chipped stone flakes and several flake tools.

Testing and Analytical Requirements

Fieldwork

This project will involve the excavation of three 1x2 meter test excavation units and one 3x3 meter test unit using standard, professional archaeological excavation procedures, as follows:

- 1) Test units will be tied to a permanent datum point and grid. The location of the test units will include a 1x2 meter test unit at either end of where the proposed visitor center will be placed and one that will be placed based on the contractor's discretion. The 3x3 meter test unit will be placed in the area where the highest density of archaeological materials are recovered.
- 2) Upon completion of site testing, all test units will be mapped to scale.
- 3) All test excavations will be performed with hand tools (trowels and shovels).
- 4) Excavation of the all units will be in 10 cm levels unless natural stratigraphy is observed. All units will be dug to a standard depth of 50 cm or until culturally sterile deposits are encountered. Data collected previously indicates that the deposits are buried between 0-100 cm below the surface.
- 5) Each test unit will be photographed using black/white and color slide film. A stratigraphic profile of one wall in each test unit will be drawn and described using a Munsell soil color chart. All units will be back-filled after they are mapped and photographed.
- 7) All excavated fill from the test pits will be screened through 1/8-inch wire mesh screen. All formed artifacts (tools) found *in situ* will be mapped in three-point-provenance.
- 8) Features (fire hearths, roasting pits) will be sufficiently exposed and mapped in plan and cross-section to determine size, depth and character. All features will be photographed using black/white and color slide film. A bulk samples of fire hearth and roasting pit fill will be removed for radiocarbon dating and flotation analysis.
- 9) All of the cultural material recovered will be described, labeled, and catalogued for eventual storage in the Billings BLM curation facility.
- 10) Excavation records, maps, drawings and photographs will be sufficient to completely document all facets of the fieldwork.

Laboratory Analysis

All artifacts and features will be analyzed and described following standard archaeological procedures:

1. All formed tools or tool fragments will be tabulated by unit and level, analyzed, classified and described following conventional morphological and technological criteria.
2. All lithic debitage will be tabulated, analyzed, classified and described according to unit and level, material type and lithic reduction stage.
3. All identifiable recovered bone will be analyzed to determine genus and species (if possible). Unidentifiable bone will be tabulated and classified by unit and level, weight, condition (burned vs. unburned) and other relevant characteristics.

4. Organic material suitable for radiocarbon dating will be bagged, labeled and stored appropriately during excavation.
5. Hearth (or other feature) fill suitable for flotation and fine-scale recovery will be bagged, labeled and stored appropriately during excavation.
6. Artifacts requiring specialized analyses (i.e., shell, bone, pottery) exceeding the experience of the Contractor should be identified in the early stages of laboratory analyses.

FWP Supplied Information and Materials

Montana FWP will furnish the Contractor with the following information:

A copy of Cultural Resource Site Forms for sites 24YL1 and 24YL2

Other pertinent inventory reports and unpublished data shall be obtained by the contractor from the Montana State Historic Preservation Office and other sources.

Contractor Obligations

The Contractor will supply FWP with the following information with the Contract bid:

- Name of Principal Investigator (PI) credentials and experience
- Statement-resume describing contractor organization, experience, personnel, facilities, and analytical specialties
- Statement of how the Contractor intends to meet the field and laboratory work and by what schedule
- Budget showing field, laboratory and report preparation costs, including wages, personnel, per diem, supplies and other budgeted items
- The PI must hold a post-graduate degree (M.A., M.S., Ph.D.) in anthropology or archaeology or otherwise qualify for Supervisory Archaeologist. The Principal Investigator will be responsible for informing the Forest Archaeologist or designated representative of the initiation, progress, and completion of the project. The PI will work with FWP staff in coordinating all work.
- The PI will direct the testing on a full-time basis, participate in the analyses and interpretation of the testing results, and be responsible for the preparation of the final project field report.

Deliverables

Two weeks following the completion of the fieldwork, a letter report describing the general results of the testing project will be submitted to Montana FWP.

Three (3) months from the completion of fieldwork, the contractor shall submit a professional-quality archaeological site testing report to Montana FWP. This testing report shall be organized as follows and include:

- Project description (purpose and need)
- Environmental description
- Prehistoric background-context (short synopsis, 3-4 pages)
- Field and laboratory methods
- Stratigraphic description

- Test excavation results: stratigraphy, artifact distributions and descriptions
- Site internal and external comparisons
- Site interpretations: chronology, technology, subsistence, etc.
- References cited (SAA format)
- Appendices (i.e., faunal, XRF, hydration)
- Completed MTSHPO CRABS form

Montana FWP will review the draft report and provide comments to the Contractor within two (2) weeks of the receipt of the draft report.

The Contractor will provide the final project report to the Montana FWP within two (2) months after the FWP review of the draft report. The report will include all figures, tables, charts, graphs, photographs and illustrations necessary to document the fieldwork at the site. It will include a discussion of the results of various laboratory analyses. The final document will include all the basic sections/chapters of a standard, professional-quality field report as outlined above. The report's interpretive section should address, at minimum, site chronology, tool technology, site function, subsistence and settlement patterns to the extent that the testing data permits.

The Contractor will provide four (4) copies of the final field report to Montana FWP. One copy will be unbound and contain original black and white photographs, maps, drawings, tables etc. Three copies will be bound reproductions of the original copy. These reports will contain photograph-quality Xerox reproductions of all photographs.

The Contractor will provide a catalogue of black and white photographs and color slides, with labels and plastic covers. All artifacts recovered during this testing project will be labeled, catalogued, boxed and returned to Montana FWP upon completion and acceptance of the final field report.

Project Schedule

The following schedule shall be adhered to unless unforeseen circumstances prevail:

Initiate fieldwork*
 Complete fieldwork
 Letter report to FWP
 Draft field report to FWP
 FWP review of draft report
 Final field report to FWP

* Contingent on weather; project schedule will be adjusted accordingly following the same time increments.

Payment Schedule

Payment to the Contractor will be made according to the following schedule:

50% Completion of fieldwork and letter report to FWP
 50% Completion of final report and acceptance by FWP

Information Confidentiality

The Contractor may not present these project data in any public setting, nor professionally publish these project data in any journal or media outlet, without the express written consent of Montana FWP.